

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 19, 2003

Division: Growth Management

Bulk Item: Yes X No

Department: Marine Resource

AGENDA ITEM WORDING: Approval of the Contract Agreement between Monroe County and Arnold's Auto & Marine Repair for the Emergency removal of DV3A3675⁴ located at U.S. Navy Boat Ramp off of Rat Key.

ITEM BACKGROUND: This abandoned vessel was reported to have washed ashore on Navy Property. Arnold's Towing has agreed to remove and dispose of immediately for \$1,068.48.

PREVIOUS RELEVANT BOCC ACTION: none

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$1,068.48

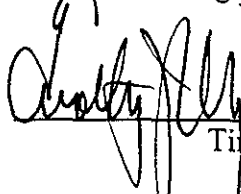
BUDGETED: Yes X No

COST TO COUNTY: Staff Time Only **SOURCE OF FUNDS:** BIF

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


Timothy J. McGarry, AICP



DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # 220

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Arnold's Auto & Marine Repair Contract #
 Effective Date:
 Expiration Date:

Contract Purpose/Description:
Emergency removal of DV3A3674.

Contract Manager: Kim McGee 3911 Marine Resources-
 (Name) (Ext.) (Department/Stop #)
Marine Projects Section #9
 for BOCC meeting on 2-19-03 Agenda Deadline: 2-5-03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 1,068.48 Current Year Portion: \$ 1,068.48
 Budgeted? Yes ☒ No ☐ Account Codes: 157 - 62600 530- 340 -
 Grant: \$ BIF
 County Match: \$ N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ N/A /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>1/7/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/7/03</u>
Risk Management		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill [Signature]</u>	<u>2/4/03</u>
O.M.B./Purchasing	<u>1/28/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1-28-03</u>
County Attorney	<u>1/30/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/30/03</u>

Comments:

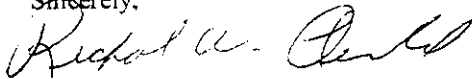
**ARNOLD'S
AUTO & MARINE REPAIR, INC.
5540 3rd Ave., Stock Island
Key West, Fl 33040**

Kim McGee
Marine Projects Coordinator
5503 College Rd., Suite 201
Key West, Fl 33040

Dear Mrs. McGee,

We can remove and legally dispose of derelict vessel 3674 immediately for \$1,068.48.

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard W. Arnold Sr.", written in dark ink.

Richard W. Arnold Sr.
Owner

CONTRACT AGREEMENT

AGREEMENT, MADE THIS _____ day of _____ 2003, by and between, **Arnold's Auto and Marine Repair, Inc.** ("Contractor"), and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, of the County of Monroe, State of Florida ("Board").

The Contractor and the Board, for the consideration named agree as follows:

1. The Contractor shall furnish all the materials and perform all the work as required by the Specifications for the emergency removal of DV3A3674 for which a Florida Fish and Wildlife Conservation Commission Derelict Vessel Report is attached as Exhibit A.
2. The work to be performed under this contract must be completed by February 28, 2003.
3. The Contractor understands the rules of the Florida Department of Environmental Protection and shall comply with those rules, along with the rules and procedures instituted by the Board to ensure an orderly progress to the project. Both the intent and the requirements of the Specifications, attached as Exhibit B, are understood by the Contractor.
4. The Board shall pay the Contractor \$ 1,068.48 for the removal and legal disposal of DV3A3674. Payment will be upon completion of work by the Contractor and review and approval by the Marine Projects Coordinator.
5. The attached Derelict Vessel Reports, Specifications, and the Monroe County Insurance Requirements together with this Agreement, form the Contract. They are fully a part of this Contract as if repeated herein verbatim.
6. The Contractor covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury and property damage (including property owned by the County) and other losses,

damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor (s) in any tier, their employees or agents. The purchase of the insurance required in paragraph 11 does not vitiate this indemnification provision.

7. The Contractor agrees to supply the County with a set of photographs of each vessel in all phases of the removal and disposal process. The Contractor will be responsible for the camera, film, and development costs.

8. The Contractor must inform the County and the Florida Fish & Wildlife Conservation Commission prior to initiation of work.

9. The parties agree that a timely performance of this agreement is essential due to possible damage to the natural resources, hazards to navigation, or threats to human health and welfare. Therefore, the parties agree that the Contractor shall be liable to the Board for \$100 per day of liquidated damages for each day after 2-28-03 that the Contractor's obligations under this agreement remain unperformed. The parties agree that such amount is by the way of compensatory damages and does not constitute a penalty.

10. Due to the use of heavy equipment and, at times, dangerous work environment, the Contractor understands and agrees to maintain an alcohol and drug free work environment.

11. The Contractor will be responsible for all necessary insurance coverage as indicated by an "X" on the attached forms identified as INSCKLST 1-4, as further detailed on forms VL1, WC1, WCJA, GL1, WL1, & POL1 attached as Exhibit C. All policies must list Monroe County as additional insured with the exception of the Worker's Compensation policy.

12. The Contractor warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the owner may, in its discretion, terminate this

contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

13. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF each party hereto have executed this Agreement the day and year first written above.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Witness: [Signature]
Witness: [Signature]

Business Name: ARNOLD'S AUTO AND TRUCK REPAIR
By: Richard W. Arnold INC.
Title: OWNER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY: [Signature]
ROBERT A. [unclear]
DATE 1-28-03

CIDENT/SUMMARY REPORT NARRATIVE REPORT # 02-SE-44-7615 D

ORIGINAL
SUPPLEMENT

12-23-02

EMERGENCY REMOVAL

DV - 3674

PLEASE REMOVE DV-3674. THIS DV HAS
WASHED UP AT THE U.S. NAVY BOAT RAMP
COMPLAINT FILED BY CHIEF SULLIVAN OF N.A.S
(NEXTEL - 797-4445)

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A D M I N	Number of Investigative Miles		Number of Investigative Vessel Hours		Total Number of Investigative Hours	
	Officer(s) Reporting (Please Print) VICENTE LOPEZ		Officer's Signature Vicente Lopez		Date 12-23-02	
	Reviewed By (Please Print)		Reviewer's Signature		Date	



DERELICT OR ABANDONED VESSEL REPORT

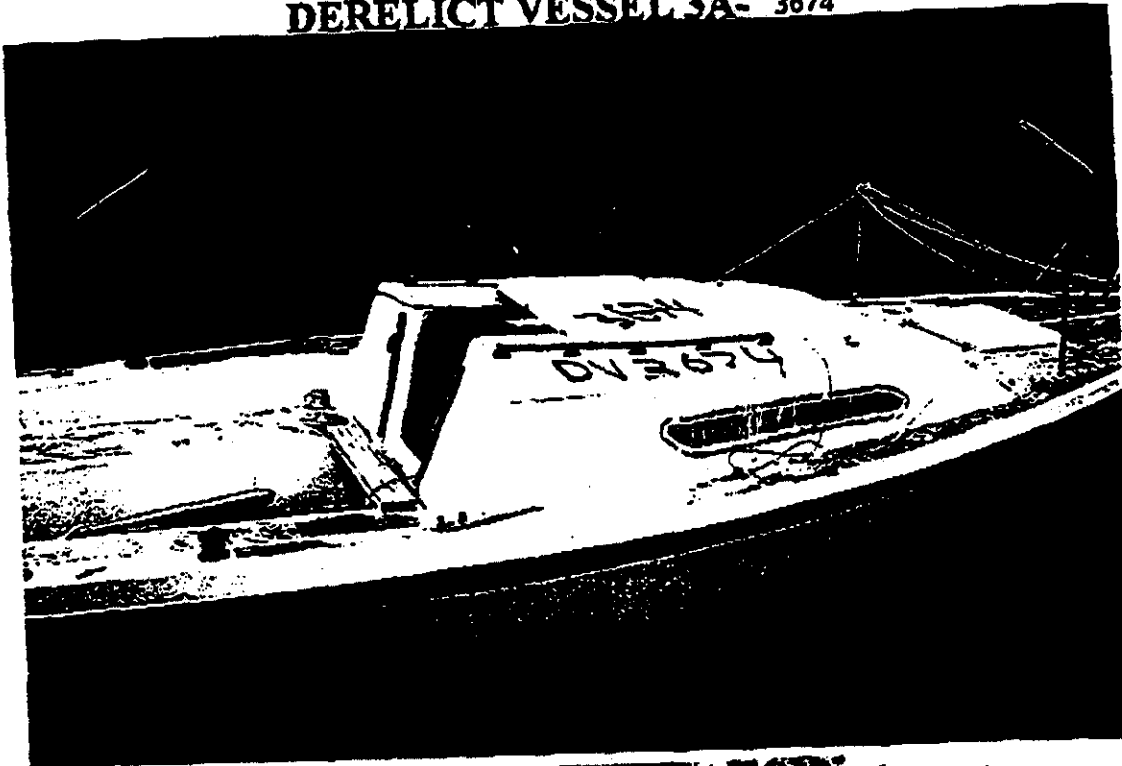
DV# 3674 or AV# 5012INCIDENT # 02-SE-44-7615 DEMER
REMOVALREG/DOC# FL 5083.BH LENGTH 24FT. MAKE McGregor TYPE SailboatCURRENTLY REGISTERED? YES ☒ NO ☐ LAST REGISTERED DATE 2-13-02 STATE FloridaHLLN. 136-000MCG72 ALIEN? NO ☒ YES ☐ WHAT COUNTRY? HULL MATERIAL: WOOD ☐ F/GX METAL ☒ RUBBER ☐ OTHER ☐COLOR Lt. Blue MOTOR ATTACHED? NO ☒ YES ☐ O/B ☐ I/O ☐ IN ☐ HOW MANY? ANY NAME, WORD, DISPLAY OR OTHER IDENTIFIERS? NoneCUSTODIAN OR OWNER Nadine Lee Karl DATE OF BIRTH 2-13-53ADDRESS (FROM DL OR MOST CURRENT) PO Box 4697 CITY/STATE/ZIP Key West, FLDRIVER'S LICENSE# S/S# OTHER ID 33040VESSEL'S PHYSICAL LOCATION * WASHED UP ON NAVY PROPERTY Front side of Rat Key MARKER NEAREST LANDMARK Rat Key LAT/LONG N 24.34.051 W 081.47.098DERELICT VESSEL CONDITION: WRECKED ☐ JUNKED ☒ SUBSTANTIALLY DISMANTLED ☐ABANDONED ☒ SUNK ☐ BROKEN UP ☐ PART OF A VESSEL ☐ BURNED ☐ CAPSIZED ☐ LISTING ☐SCUTTLED ☐ FULL OF HOLES ☐ FILLED WITH WEIGHT ☒ FULL OF WATER ☒ OTHER Trash/DebrisNUMBERS OR IDENTIFIERS REMOVED ☐ VESSEL IS A HEALTH HAZARD ☒ Breeding rodents, mosquitosABANDONED VESSEL CONDITION: ABANDONED ☒ INOPERATIVE ☒ PARTIALLY DISMANTLED ☐NO APPARENT INTRINSIC VALUE ☒ PERSONAL ITEMS ONBOARD ☒ OTHER ☐VESSEL IS: AFLOAT ☐ ADRIFT ☐ AGROUND ☐ WASHED ASHORE ☐ IN WETLANDS ☐ DOCKED ☐PULLED ONSHORE ☐ ANCHORED ☒ TIED TO OBJECT ☒ MangrovesCAUSED BY: NATURAL DISASTER ☐ UNKNOWN ☒ OTHER ☐SUBMERGED ☐ % DEPTH ☐ FEET ☐ DAMAGING SUBMERGED LAND: NO ☐ YES ☒ UNK ☐INJURING BENTHIC COMMUNITY: NO ☒ YES ☐ OTHER ☐OTHER PROPERTY DAMAGE: NO ☐ YES ☒ Resting against mangrovesPROPERTY OWNER: STATE SUBMERGED LAND ☒ FEDERAL ☐ OTHER ☐OWNER/ADDRESS NAVIGATION HAZARD: NO ☐ UNK ☐ YES ☒ May break free and drift.TOWED WITHOUT REPAIR: NO ☐ UNK ☐ YES ☒ (EXPLAIN)ENVIRONMENTAL THREAT: NO ☐ UNK ☐ YES ☒ Breeding rodents/mosquitos.RECOMMENDED DISPOSITION: LEAVE AS IS ☐ REMOVE FROM WATER ☒ TAKE TO LANDFILL ☒CREATE MARINE HABITAT ☐ HAVE CUSTODIAN REMOVE ☒ OTHER ☐NARRATIVE/DILIGENT SEARCH: Vessel is full of trash, and drebris. Also full of water.
May be habitat for breeding rodents. Also may be breeding mosquitos. Appears to havehad someone living aboard and abandoned it. It has been left in very unsanitarycondition. Graphic photos attached. Spoke with owner, advised vessel could not beleft in present condition. Certify letters to follow. owner DV 3670.REPORTING OFFICER & AGENCY (PRINT) ROBERT DION (SIGN) OFFICER'S SIGNATURE & ID# [Signature] 0436 DATE 7-3-02REVIEWED BY (PRINT) KIM DIPRE K190 (SIGN) [Signature] DATE 07/22/02

PHOTOS

* was by 404 30 DAY LETTER ATTACHED

ART NARRATIVE CONTINUED

DERELICT VESSEL 3A- 3674



LOCATION: Front side of Rat Key

Officer(s) Reporting (please print)
R.S. Dion-F.W.C.C.

Officer's Signature

Date

[Signature] 0436 1-3-02

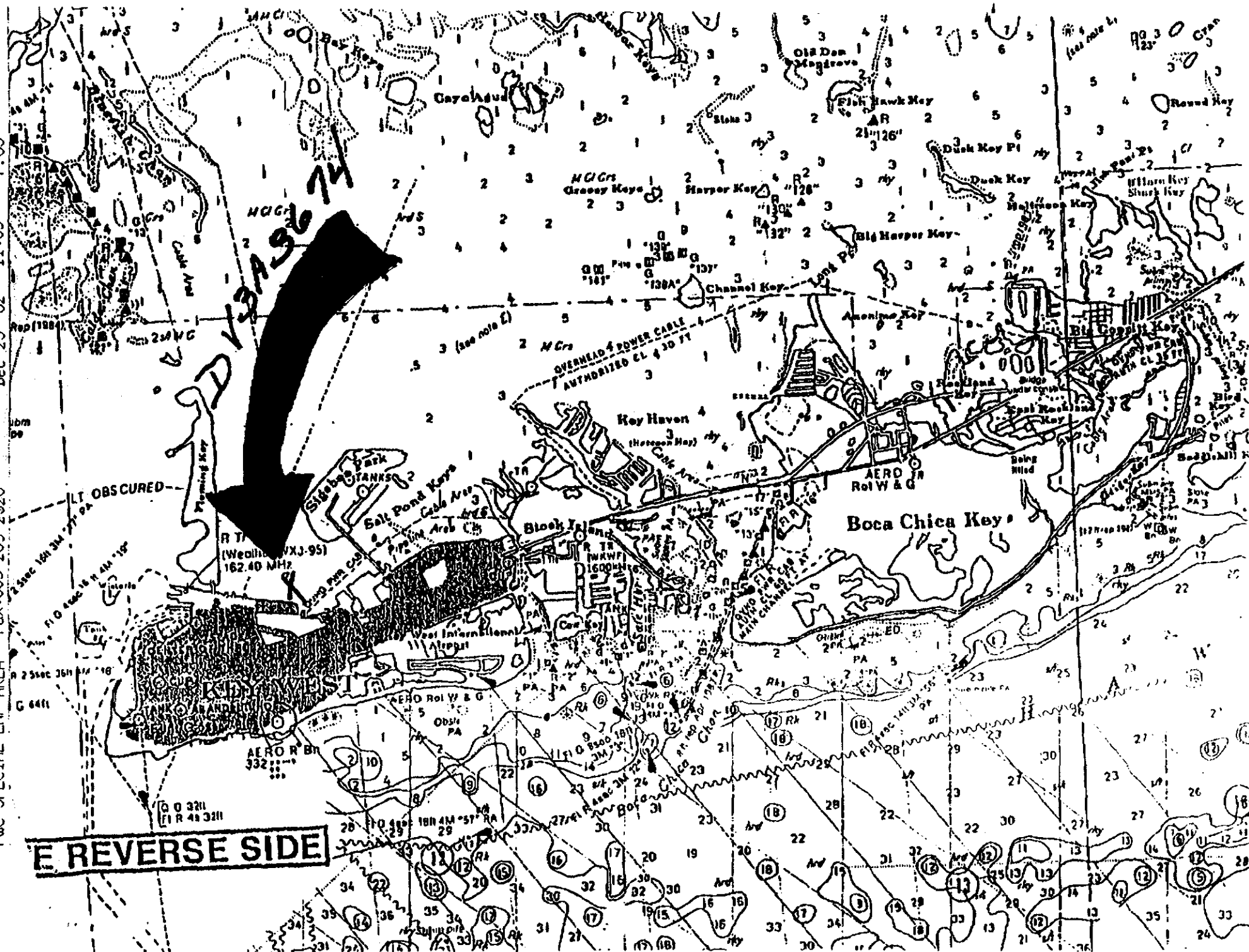
Reviewed By

KIM DURRE, K140

Reviewer's Signature

Date

[Signature] K140 07/22/02



07/03/2002 TIME:13:23 MESSAGE NUMBER:00140

ATTENTION:SYSTEM GENERATED HEADER

CONTROL:

--RETRIEVED MESSAGES--

1 MESSAGE(S) FORWARDED FROM M44910009

00000M4491000900

0000000000 OR

RRRRR20020703132300145FBQ FL0444008FL5083BH

--DMVR--

DHSMV RECORD -

REG: FL5083BH TLE: 0679099 BHN: 136-000MCG72

DECAL: 02106942

STATUS: TRANSFER

EXPIRE DATE: 02/13/2003

MAKE: MCGREGOR

YR: 1972

LENGTH: 024

HULL: FBGLASS

PROP: OUTBOARD

USE: RECREATIONAL (PLEASURE)

FUEL: GAS

COMM USE: RECREATIONAL (PLEASU

RESIDENCY: FLORIDA RESIDENT

OWNER: KARL, NADINE LEE

DOB: 02/13/53

PO BOX 4697

KEY WEST

, FL

END DHSMV RESPONSE

--FCIC HIT RESPONSE--

FBQ : NO RECORDS FOUND

--END--

--END--

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

DAVID K. MEEHAN
St. PetersburgH.A. "HERKY" HUFFMAN
DeltonaJOHN D. ROOD
JacksonvilleQUINTON L. HEDGEPEATH, DDS
MiamiEDWIN P. ROBERTS, DC
Pensacola

RODNEY BARRETO

SANDRA T. KAUFÉ
Miami

Palm Beach

ALLAN L. EGBERT, Ph.D., Executive Director
VICTOR J. MELLER, Assistant Executive DirectorDIVISION OF LAW ENFORCEMENT
LT. COLONEL DON HOLWAY, INTERIM DIRECTOR
LT. COLONEL JIM McALLISTER, DEPUTY DIRECTOR
MAJOR J. K. THOMPSON, INTERIM DEPUTY DIRECTOR
620 South Meridian Street • Tallahassee • FL • 32399-1600
www.floridacommervation.org

July 27, 2002

DV/AV-SE-3674
INCIDENT# 02-SE-7615DMs. Nadine L. Karl,
P.O. Box 4697
Key West, FL 33040

Re: FL5083BH, a 24 ft., light blue, McGregor, fiberglass sailing vessel located on the front side of Rat Key.

Dear Ms. Karl,

You have been identified as the last known legal owner or custodian of the above-cited derelict vessel. Sections 376.15 and 823.11, Florida Statutes, makes it, "unlawful for any person, firm, or corporation, to store or leave any vessel as defined by maritime law in a wrecked, junked, or substantially dismantled condition or abandoned upon or in any public water or at any port in this state without the consent of the agency having jurisdiction thereof, or docked at any private property without the consent of the owner of such property."

The Fish and Wildlife Conservation Commission has been designated as the agency of the state authorized and empowered to remove or cause to be removed any abandoned or derelict vessel from public waters in any instance when the same obstructs or threatens to obstruct navigation or in any way constitutes a danger to the environment. All costs incurred by the commission in the removal of any abandoned or derelict vessel shall be recoverable against the owner/custodian thereof.

In accordance with the above Legislative mandate, the Florida Fish and Wildlife Conservation Commission, hereby orders you as the last known legal owner/custodian of the above vessel, to remove the vessel from public waters within thirty (30) days of your receipt of this letter, or provide proof of legal transfer to the vessel's ownership. Failure by the legal owner to remove this vessel can result in a civil and/or criminal penalty, pursuant to Sections 376.15 and 823.11, F.S., and/or the removal of the vessel by the state at the owner's expense.

Your cooperation in expeditiously concluding this matter will be greatly appreciated by this Commission.

Sincerely,

Officer Vicente Lopez
Via Major M. J. Long
FWC Division of Law Enforcement
Special Enforcement Area
2796 Overseas Highway, Suite 100
Marathon, Florida 33050
(305)289-2320

MFL